

Education

College or University

Degree and Year

Major Concentration

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Employment

Name of Current Employer:

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Address of Current Employer:

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Employer's Telephone Number:

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Employer's Facsimile Number:

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Name of Spouse's Current Employer:

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Marital Status:

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Number of Dependents:

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Describe briefly all positions (including directorships) held during the past five years which were related to financial, business, accounting, economics, taxation or investment matters and which you feel demonstrate your investment sophistication. Where appropriate, briefly describe the business of the company or other entity in which the position was held (attach separate sheet as necessary):

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**FOR U.S. TAX-EXEMPT INVESTORS ONLY:**

If applicable, please indicate the basis on which the Investor is exempt from U.S. federal income taxation and please attach to this Subscription Agreement, when submitted to the General Partner, applicable written evidence of the tax-exempt status for purposes of U.S. federal income taxation of the intended investor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR INVESTMENT COMPANIES ONLY:**

Is the Investor an investment company, or a company that is excluded from the definition of investment company solely by reason of the provisions of either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act of 1940, as amended (the "Company Act")?

Yes\_\_\_ No\_\_\_

If the answer to the question above is yes, please indicate which: \_\_\_\_\_

If the answer to the question above is yes, please state the number of the Investor's beneficial owners:

\_\_\_\_\_

**COMMUNICATIONS:**

Residence or Principal Place of Business Address:

The 2001 Frederick DeMatteris Revocable Trust

of The DeMatteris Trust

Name

DMS@schaeffersam.com

E-Mail Address:

1230 Peckson Plaza

12th Floor - West Tower

Street

Uniondale, NY 11556-1230

City, State, Zip Code

Attn: Donald M. Schaeffer, Trustee

(516) 832-9100

Telephone No.

( )

Facsimile No.

Mailing Address (if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send confirmation of a subscription for an interest, a copy of this Subscription Agreement and any other communications (including distribution, if any, and withdrawal proceeds checks) to (initial one):

✓ \_\_\_\_\_ residence or principal business address above;  
(Initial)

\_\_\_\_\_ mailing address above.  
(Initial)

Special instructions regarding communication:

\_\_\_\_\_ Please "cc" all emails to Ronald L. Gallatin, RonGallatin@aol.com  
\_\_\_\_\_  
\_\_\_\_\_

#### AUTHORIZATION OF AGENT(S):

Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Partnership and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further notice to the Partnership signed by one or more of such persons \*

(Please attach additional pages if needed)

Name

Nancy DeMatteis, Trustee  
Donald M. Schaeffer, Trustee  
Stanley Siroc, Trustee  
Ronald L. Gallatin, Trustee

Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Any two of the "Independent Trustees" or any three of the four Trustees can act on behalf of the Trust. The four Trustees are Nancy DeMatteis, Donald M. Schaeffer, Stanley Siroc and Ronald L. Gallatin. Donald M. Schaeffer, Stanley Siroc and Ronald L. Gallatin are the "Independent Trustees."

**WIRING INSTRUCTIONS:**

Until further written notice to the Partnership signed by one or more of the persons listed above, funds may be wired to the Investor using the following instructions:

Bank name: \_\_\_\_\_

Bank address: \_\_\_\_\_

ABA or CHIPS number: \_\_\_\_\_

Account name: \_\_\_\_\_

Account number: \_\_\_\_\_

For further credit: \_\_\_\_\_

Ladies and Gentlemen:

The offer and sale of limited partnership interests (the "Interests") in Rye Select Broad Market Prime Fund, L.P., a Delaware limited partnership (the "Partnership"), to each Investor has not been registered under the Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any jurisdiction, but rather is being made privately by the Partnership pursuant to the private placement exemption from registration provided in Section 4(2) of the Securities Act and Rule 506 of Regulation D ("Regulation D") promulgated thereunder by the United States Securities and Exchange Commission (the "SEC") on the basis of the Amended and Restated Confidential Private Placement Memorandum of the Partnership, as the same may be updated, amended or modified from time to time (the "Memorandum").

The information requested in this Subscription Agreement is needed in order to ensure compliance with the applicable regulations and to determine whether (1) an investment in the Partnership by the Investor is suitable in light of the Investor's financial position, (2) the Investor meets certain minimum net worth tests to be deemed an "accredited investor" as defined in Regulation D and a "qualified purchaser" as defined in the Investment Company Act of 1940, as amended (the "Company Act"), and (3) has such knowledge and experience in financial and business matters that is capable of evaluating the merits and risks of the investment.

The Investor also understands and agrees that, although the Partnership will use its best efforts to keep the information provided in the answers to this Subscription Agreement strictly confidential, the Partnership may present this Subscription Agreement and the information provided in answers to it to such parties as it deems advisable if called upon to establish the availability under any applicable law of an exemption from registration of the Interests, the compliance with applicable law and any relevant exemptions thereto by the Partnership, the General Partner and their affiliates, if the contents thereof are relevant to any issue in any action, suit, or proceeding to which the Partnership, the General Partner or any of their affiliates is a party or by which it is or may be bound or if such information is otherwise required by the agents or employees of the General Partner or any of their affiliates in rendering services to the Partnership.

The Investor hereby agrees as follows:

#### I. SUBSCRIPTION FOR AN INTEREST

The Investor agrees to become a limited partner of the Partnership (a "Limited Partner") and in connection therewith subscribes for and agrees to purchase an Interest in and to make a capital contribution ("Capital Contribution") to the Partnership on the terms provided for herein and in the Memorandum and in the limited partnership agreement of the Partnership (the "Partnership Agreement"). The minimum initial investment is U.S.\$500,000, subject to the General Partner's discretion to reduce such amount. The Investor agrees to, and understands, the terms and conditions upon which the Interests are being offered, including, without limitation, the risk factors referred to in the Memorandum.

The Investor understands and agrees that the Partnership reserves the right to reject this subscription for an Interest for any reason or no reason, in whole or in part and at any time prior to acceptance thereof. In the event of rejection of this subscription, this Subscription Agreement shall have no force or effect. Upon acceptance of this subscription by the Partnership, the Investor shall be a Limited Partner. The Investor hereby agrees that by its execution of this Subscription Agreement and upon acceptance hereof by the Partnership, it shall become a party to the Partnership Agreement. The Investor shall sign and date the Limited Partner Signature Pages attached to the Partnership Agreement and promptly return them to the General Partner.



*For Corporations, Foundations, Endowments, Partnerships, Limited Liability Companies, Limited Partnerships or Limited Liability Partnerships*

- (4) The Investor hereby certifies that it is an accredited investor because it has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the securities offered.
- (5) The Investor hereby certifies that it is an accredited investor because all of its equity owners are accredited investors. *The General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited.*

*For Employee Benefit Plans (Please complete Exhibit A attached hereto)*

- (6) The Investor hereby certifies that it is an accredited investor because it is an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the decision to invest in the Partnership was made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment adviser. The name of such plan fiduciary is:

- (7) The Investor hereby certifies that it is an accredited investor because it is an employee benefit plan within the meaning of ERISA and has total assets in excess of \$5,000,000.

- (8) The Investor hereby certifies that it is an accredited investor because it is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, and has total assets in excess of \$5,000,000.

*For Individual Retirement Accounts (Please complete Exhibit B attached hereto), Self-Directed Benefit Plans and Keogh Plans (Please complete Exhibit A attached hereto)*

- (9) The Investor hereby certifies that it is an accredited investor because it is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) in which all persons directing the investment in the Partnership are accredited investors because each participant has a net worth of at least \$1,000,000 or has had an individual income of at least \$200,000 (or a joint income with spouse of at least \$300,000) in each of the last two years. *The General Partner, in its sole discretion, may request information regarding the basis on which such participants are accredited.*

Total number of participants of the plan directing an investment in the Partnership: \_\_\_\_\_

*For Not-for-Profit Entities (Including Endowments, Private Foundations and Charities)*

- (10) The Investor hereby certifies that it is an accredited investor because it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, was not formed for the specific purpose of acquiring the securities offered,

and has total assets in excess of \$5,000,000.

*For Trusts*

- ✓            (11) The Investor hereby certifies that it is an accredited investor because it has total assets  
(Initial) in excess of \$5,000,000, was not formed for the specific purpose of acquiring the securities offered, and its purchase is directed by a sophisticated person. *As used in the foregoing sentence, a "sophisticated person" is one who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.*
- (12) The Investor hereby certifies that it is an accredited investor because it is (i) a bank as  
(Initial) defined in Section 3(a)(2) of the Securities Act, a savings and loan association, or other institution as defined in Section 3(a)(5)(A) of the Securities Act, (ii) acting in a fiduciary capacity and (iii) subscribing for the purchase of the securities being offered on behalf of a trust account or accounts.
- (13) The Investor hereby certifies that it is an accredited investor because it is a revocable  
(Initial) trust which may be amended or revoked at any time by the grantors thereof, the tax benefits of investments made by the trust pass through to the grantors and all of the grantors are accredited investors. *The General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited.*

*For Banks, Savings and Loans and Similar Institutions*

- (14) The Investor hereby certifies that it is an accredited investor because it is a bank as  
(Initial) defined in Section 3(a)(2) of the Securities Act acting in its individual capacity.
- (15) The Investor hereby certifies that it is an accredited investor because it is an  
(Initial) investment company registered under the Company Act or a business development company as defined in Section 2(a)(48) of that Act.
- (16) The Investor hereby certifies that it is an accredited investor because it is a Small  
(Initial) Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- (17) The Investor hereby certifies that it is an accredited investor because it is an insurance  
(Initial) company as defined in Section 2(13) of the Securities Act.



(C) Qualified Purchaser Status:

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as a qualified purchaser under the Company Act.*

For Individual Investors Only

- (Initial) (1) The Investor hereby certifies that he/she is a qualified purchaser because he/she owns not less than \$5,000,000 in investments<sup>1</sup>, including any investments held jointly, in community property or other similarly shared ownership interest with his/her spouse, including the amount of his/her investment held in an individual retirement account or similar account and the investments of which are directed by and held for his/her benefit<sup>2</sup>.

For IRA or Self-Directed Pension Plan

- (Initial) (2) The Investor hereby certifies that it is a qualified purchaser because it is an IRA or a self-directed pension plan and the individual who established the IRA or the individual who established the IRA or the individual responsible for directing the investment of assets in the Partnership is an individual who owns not less than \$5,000,000 in investments.

For "Family" Corporations, "Family" Trusts, "Family" Partnerships, "Family" Limited Liability Companies, "Family" Foundations or "Family" Endowments

- (Initial) (3) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of investing in the Partnership, owns not less than \$5,000,000 in investments and is (i) owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses or such persons, and the estates of such persons, or (ii) a foundation, charitable organization or trust established by or for the benefit of such persons in (i) above.

OR

The Investor hereby certifies that it is a qualified purchaser because each beneficial

<sup>1</sup> The term "investments" shall mean any or all (1) securities (as defined in Securities Act), except for securities of issuers controlled by the Investor ("Control Securities") unless (A) the issuer of the Control Securities is itself a registered or private investment company or is excepted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Company Act, (B) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, (C) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act or (D) the issuer of the Control Securities is a private company with shareholders' equity not less than \$50 million determined in accordance with generally accepted accounting principles, as reflected in the company's most recent financial statements (provided such financial statements were issued within 16 months of the date of the Investor's purchase of Interests); (2) futures contracts or options thereon held for investment purposes; (3) physical commodities held for investment purposes; (4) swaps and other similar financial contracts entered into for investment purposes; (5) real estate held for investment purposes; and (6) cash and cash equivalents held for investment purposes.

<sup>2</sup> In determining whether spouses who are making a joint investment are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly).

owner of the Investor's securities is a qualified purchaser.

**For Trusts**

- ✓ \_\_\_\_\_ (4) The Investor hereby certifies that it is a qualified purchaser because it was not formed  
(Initial) for the specific purpose of acquiring Interests, and the trustee or other authorized person making decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in Items (1), (3) or (8) of this Section.

**For Employee Benefit Plans**

- \_\_\_\_\_ (5) The Investor hereby certifies that it is a qualified purchaser because it is an employee  
(Initial) benefit plan that (i) owns not less than \$25,000,000 in investments and (ii) does not permit its participants to decide whether and how much to invest in particular investment alternatives.

**For Qualified Institutional Buyers**

- \_\_\_\_\_ (6) The Investor hereby certifies that it is a qualified purchaser because it is a "qualified  
(Initial) institutional buyer" as defined in Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser, provided that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(D) or (a)(1)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

**For Knowledgeable Employees**

- \_\_\_\_\_ (7) The Investor hereby certifies that he/she is a qualified purchaser because he/she is an  
(Initial) individual who is a "knowledgeable employee" as defined in Rule 3c-5 under the Company Act including, but not limited to, a director, executive officer, trustee, general partner, advisory board member, or an employee of the Partnership, the General Partner (other than an employee performing solely clerical, secretarial or administrative functions) who has participated in investment activities of the Company or a similar entity for at least twelve (12) months.

**For Other Entities**

- \_\_\_\_\_ (8) The Investor hereby certifies that it is a qualified purchaser because it was not formed  
(Initial) for the specific purpose of investing in the Company and is acting for its own account or for the accounts of other qualified purchasers for which it owns and invests on a discretionary basis not less than \$25,000,000 in investments.

OR

The Investor hereby certifies that is a qualified purchaser because each beneficial owner of the Investor's securities is a qualified purchaser.

**Plus, For all Investors Other Than Individuals**

- ✓            (9) The Investor is not an entity that is excepted from the definition of an "investment  
(Initial) company" under the Company Act pursuant to Section 3(c)(1) or Section 3(c)(7); or
- (10) The Investor is a 3(c)(1) or 3(c)(7) Company and does not have any direct "beneficial  
(Initial) owners" that have held an interest in the Investor from on or before April 30, 1996 (a  
"Pre-April 30 Holder"); or
- (11) The Investor is a 3(c)(1) or 3 (c)(7) Company and has obtained consent to its treatment  
(Initial) as a qualified purchaser from all of its Pre-April 30 Holders.
- If the Investor is described in Item (3) or (4), the Investor may initial Item (12) instead  
of Item (11)
- (12) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment  
(Initial) as a qualified purchaser from all of its directors, general partners or trustees.
- If the Investor has initialed Item (10) or Item (11), the Investor must also respond to  
Item (13)
- ✓            (13) No direct or indirect beneficial owner of the Investor is itself a 3(c)(1) or 3(c)(7)  
(Initial) company which controls, is controlled by, or is under common control with the  
Investor.

If the Investor cannot initial Item (13) because it has a control relationship with a  
beneficial owner and is itself a 3(c)(1)/3(c)(7) Company, the Investor may be required  
to obtain consent from the security holders of such owners.

Note: In determining whether the \$5 million or \$25 million thresholds are met,  
investments can be valued at cost or market value as of a recent date provided that in  
the case of Commodity Interests, the amount of Investments shall be the value of the  
initial margin or option premium deposited in connection with such Commodity  
Interests and in each case, if investments have been acquired with indebtedness, the  
amount of indebtedness must be deducted in determining whether the threshold has  
been met.

**(D) Foreign/Non-Foreign Status:**

*For U.S. Individuals*

- (1) The Investor hereby certifies that it is not a non-resident alien for purposes of income  
(Initial) taxation (as such term is defined in the Internal Revenue Code of 1986, as amended,  
and Income Tax Regulations).

*For U.S. Entities*

- ✓            (2) The Investor hereby certifies that is not a foreign corporation, foreign partnership,  
(Initial) foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code  
of 1986, as amended, and Income Tax Regulations).

*For Foreign Individuals or Entities*

- (3) The Investor certifies that it is a non-resident alien, foreign corporation, foreign  
(Initial) partnership, foreign trust or foreign estate (as those terms are defined in the Internal  
Revenue Code of 1986, as amended, and Income Tax Regulations).

(E) Benefit Plans Investor Status:

*Please initial the following certifications as appropriate:*

- (1) The Investor, an affiliate of the Investor, or the person or entity for which the  
(Initial) Investor is acting is not a "benefit plan investor" as defined in 29 C.F.R. 2510.3-  
101(f)(2) (the "Plan Asset Regulation"). For purposes of illustration, "benefit plan  
investors" are pension plans, profit-sharing plans, or other "employee benefit plans" as  
defined in ERISA, regardless of whether the plans are subject to ERISA, and plans  
defined in Section 4975 of the Internal Revenue Code of 1986. "Benefit plan  
investors" also include simplified employee pension plans, KEOGH plans, individual  
retirement accounts, health insurance plans, life insurance plans, church or other  
charitable plans, governmental plans, and foreign plans. "Benefit plan investors" also  
include entities deemed under Department of Labor regulations to hold "plan assets"  
due to investments made in the entity by employee benefit plans and other such plans.

If the Investor is an entity, the Investor certifies that less than 25% of the value of each  
class of equity interests in the Investor (excluding any equity interests held by an  
individual or entity with discretionary authority or control over the equity interests of  
the Investor) is held by "benefit plan investors."

Or

- (2) The Investor, an affiliate of the Investor, or the person or entity for which the  
(Initial) Investor is acting is a "benefit plan investor" as defined in the Plan Asset Regulation.

If the Investor is a "benefit plan investor," please indicate whether the Investor is a plan  
defined in Section 4975 of the Internal Revenue Code of 1986 (e.g., an individual  
retirement account, Coverdell account, etc.):

            
Yes

            
No

\_\_\_\_\_  
(Initial)

(3) The Investor is a life insurance company. Please indicate the relative percentages of the Investor's interest in the Interest being acquired with the assets of the Investor's general account and separate accounts:

\_\_\_\_\_ % is being acquired with the assets of the general account

\_\_\_\_\_ % is being acquired with the assets of one or more separate accounts

(4) If the Investor indicated in question (3) above that general account assets are being used to acquire the Investor's interest in the Interests, please complete the following:

\_\_\_\_\_ % of such general account assets used to acquire Interests represent "plan assets" within the meaning of the Plan Asset Regulation

\_\_\_\_\_  
(Initial)

(5) The Investor is a person who has discretionary authority or control<sup>3</sup> with respect to the assets of the Partnership or provides investment advice to the Partnership for a fee, direct or indirect, with respect to such assets or any affiliate of any such person<sup>4</sup> (a "Controlling Person").

The Investor understands and agrees that the information supplied above will be utilized to determine whether benefit plan investors own less than 25% of the value of the Interests, as determined under the Plan Asset Regulation, both upon the original issuance of Interests and upon subsequent transfer of Interests.

\_\_\_\_\_  
(Initial)

(G) General - For All Investors:

The Investor hereby agrees that if any of the information in this Item II changes, the Investor will notify the General Partner within 10 days thereof. The Investor understands that the information contained in this Item II may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained in this Item II could be punished by fine, imprisonment or both.

### III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

(A) The Investor agrees that it will not sell or otherwise transfer the Interest without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Interest has not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is subsequently registered under the Securities Act and under applicable securities laws of such states or an exemption from such registration is available. The Investor acknowledges

<sup>3</sup> For purposes of this question, "control" means, with respect to a person other than an individual, the power to exercise a controlling influence over the management or policies of such person.

<sup>4</sup> For purposes of this question, "affiliate of a person" includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person.

that it is aware and understands that the Partnership is under no obligation to register the Interest on its behalf or to assist it in complying with any exemption from such registration under the Securities Act. The Investor also acknowledges that it is aware and understands that sales or transfers of the Interest are further restricted by the provisions of the Partnership Agreement and state securities laws. The Investor further acknowledges that it is aware and understands that the Partnership is not registered as an investment company under the Company Act, in reliance upon an exemption from such registration.

(B) The Investor represents that it has received and read a copy of the Memorandum and the Partnership Agreement outlining, among other things, the organization and investment objectives and policies of, and the risks and expenses of an investment in, the Partnership and the Investor hereby adopts all provisions therein. The Investor represents that in making a decision to subscribe for an Interest, that it has relied solely upon the Memorandum, the Partnership Agreement and its own independent investigations. The Investor represents that it understands the investment objectives and policies of, and the investment strategies that may be pursued by, the Partnership. The Investor represents that its investment in the Interest is consistent with its investment purposes and objectives and cash flow requirements and that its investment will not adversely affect its overall need for diversification and liquidity. The Investor represents that it is not subscribing pursuant hereto for any Interest as a result of or subsequent to (a) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media or broadcast over television or radio, or (b) any seminar or meeting whose attendees, including the Investor, had been invited as a result of, subsequent to or pursuant to any of the foregoing.

(C) The Investor represents that it has not reproduced, duplicated or delivered the Memorandum or this Subscription Agreement to any other person, except its own professional advisors or as instructed by the General Partner.

~~(D) The Investor represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Interest and that it is able to bear such risks, and has obtained, in its judgment, sufficient information from the Partnership or the Partnership's authorized representatives to evaluate the merits and risks of such investment. The Investor represents that it has evaluated the risks of investing in the Interest and has determined that the Interest is a suitable investment for it.~~

(E) The Investor represents that it can afford a partial or complete loss of its investment in the Interest, can afford to hold the investment in the Interest for an indefinite period of time and acknowledges that it is aware and understands that distributions may be paid in cash or in kind.

(F) The Investor represents that it is acquiring the Interest subscribed for herein for its own account, for investment purposes only and not with a view to distribute or resell such Interest, either as a whole or in part.

(G) The Investor acknowledges that it is aware of and understands the method of compensation of the General Partner by the Partnership as set forth in the Partnership Agreement. The Investor acknowledges and agrees that the Partnership Agreement constitutes an arm's length arrangement with respect to the receipt of net cash proceeds which may create an incentive for the General Partner to cause the Partnership to make investments that are riskier or more speculative than would be the case if this allocation were not made.

(H) The Investor acknowledges that it understands and is aware that the General Partner has the authority to allocate transaction costs to obtain research, investment management related services and equipment as set forth in the Memorandum. The Investor acknowledges that it understands that by signing this Subscription Agreement that it expressly consents to any arrangement pursuant to which the General Partner obtains such products and services.

(I) The Investor acknowledges that it understands that the General Partner may open "average price" accounts with brokers, in which purchase and sale orders placed during a trading day on behalf of the Partnership and other clients or affiliates of the General Partner and its affiliates are combined, and securities bought and sold pursuant to such orders are allocated among such accounts on an average price basis.

(J) If the Investor is an employee benefit plan (a "Plan"), the fiduciary executing this Subscription Agreement on behalf of the Plan (the "Fiduciary") represents and warrants to the Partnership that:

(1) the Plan is not a participant-directed defined contribution plan unless each participant directing an investment in the Company is an accredited investor and a qualified purchaser;

(2) the Fiduciary has considered a number of factors with respect to the Plan's investment in the Interest and has determined that, in view of such considerations, the purchase of the Interests is consistent with the Fiduciary's responsibilities under ERISA. The Fiduciaries of such Plan represent and warrant that they have been informed of and understand the Partnership's investment objectives, policies and strategies and that the decision to invest such Plan's assets in the Interests was made with appropriate consideration of relevant investment factors with regard to such Plan and is consistent with the duties and responsibilities imposed upon fiduciaries with regard to their investment decisions under ERISA. Such factors include, but are not limited to:

(a) the role such investment or investment course of action plays in that portion of the Plan's portfolio that the Fiduciary manages;

(b) whether the investment or investment course of action is reasonably designed as part of that portion of the portfolio managed by the Fiduciary to further the purposes of the Plan, taking into account both the risk of loss and the opportunity for gain that could result therefrom;

(c) the composition of that portion of the portfolio that the Fiduciary manages with regard to diversification;

(d) the liquidity and current rate of return of that portion of the portfolio managed by the Fiduciary relative to the anticipated cash flow requirements of the Plan;

(e) the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Plan;

(f) an investment in the Partnership is permissible under the documents governing the Plan and the Fiduciary; and

(g) the risks associated with an investment in the Partnership.

(3) the Fiduciary (a) is responsible for the decision to invest in the Partnership; (b) is independent of the Partnership, the General Partner or any of their affiliates; and (c) is qualified to make such investment decision and

(4) it will promptly dispose of its Interests in a manner consistent with the Partnership's restrictions on transfer if it is becoming a benefit plan investor or a controlling person and it has been notified that its ownership of the Interests would result in 25% or more, as determined under the Plan Asset Regulation, of the value of the Interests being held by benefit plan investors.

(K) If the Investor is, or is acting on behalf of, a benefit plan investor (as defined in the Plan Asset Regulation), the Investor represents and warrants that, its purchase, ownership and disposition of the Interests will not result in or constitute a "prohibited transaction" under Section 406 of ERISA or Section 4975 of the Code (or, in the case of a governmental or church plan, any similar federal, state or local law) for which an exemption is not available.

(L) The Investor represents that it has consulted with its own advisors and is fully informed as to the legal and tax requirements within the Investor's own country (countries) and U.S. tax considerations applicable to Investor's purchase of the Interests.

(M) The Investor acknowledges that it is aware and understands that:

(1) no federal or state agency has passed upon the Interests or made any findings or determination as to the fairness or merits of this investment;

(2) there are risks of loss of investment incidental to the purchase of the Interest, including those summarized in the Memorandum; and

(3) the General Partner and each of its affiliates may provide similar services to investment funds and managed accounts in which the Investor will have no interest and there are other potential conflicts as described in the Memorandum.

(N) The Investor represents that the execution, delivery and performance by the Investor of this Subscription Agreement are within the powers of the Investor, have been duly authorized and will not constitute or result in a breach or default under, or conflict with, any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Investor is a party or by which the Investor is bound, and, if the Investor is not an individual, will not violate any provisions of the incorporation papers, by-laws, indenture of trust or partnership agreement, as may be applicable, of the Investor. The Investor represents that the signature on this agreement is genuine, and the signatory, if the Investor is an individual, has legal competence and capacity to execute the same, or, if the Investor is not an individual, the signatory has been duly authorized to execute the same, and this Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable in accordance with its terms.

(O) The Investor acknowledges that it is aware and understands that Tannenbaum Helpm Syracuse & Hirschtritt LLP acts as counsel to the Partnership and as counsel to the General Partner and their respective affiliates. The Investor also acknowledges that it is aware and understands that, in connection with this offering of Interests and subsequent advice to the Partnership, Tannenbaum Helpm Syracuse & Hirschtritt LLP will not be representing Investors in the Partnership, including the Investor, and no independent counsel has been retained by the Partnership to represent Investors in the Partnership.



(P) The Investor understands that the Partnership intends to comply with Section 3(c)(7) of the Company Act, which will permit private investment companies (such as the Partnership) to sell their interests, on a private placement basis, to an unlimited number of "qualified purchasers" as defined in Section 2(a)(51) of the Company Act. The Investor understands that, for this reason, the General Partner, in its discretion, may offer Interests only to Investors that it believes will meet the definition of qualified purchaser.

(Q) The Investor covenants to advise the General Partner in writing if any warranty or any information contained herein becomes untrue.

(R) The Investor has received a copy of the General Partner's Form ADV Part II a minimum of 48 hours prior to entering into this Agreement.

#### IV. GENERAL

(A) The Investor agrees to indemnify and hold harmless the Partnership, the General Partner and their respective officers, directors, employees, agents and shareholders, and each other person, if any, who controls or is controlled by any thereof, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage, cost and expense whatsoever (including, but not limited to, legal fees and disbursements and any and all other expenses whatsoever incurred in investigating, preparing for or defending against any litigation, arbitration proceeding, or other action or proceeding, commenced or threatened, or any claim whatsoever) arising out of or in connection with, or based upon or resulting from, (a) any false representation or warranty or breach or failure by the Investor to comply with any covenant or agreement made by the Investor in this Subscription Agreement or in any other document furnished by the Investor to any of the foregoing in connection with this transaction or (b) any action for securities law violations instituted by the Investor which is finally resolved by judgment against the Investor. Notwithstanding anything to the contrary, the foregoing shall not be construed so as to relieve (or attempt to relieve) the General Partner of any liability to the extent (but only to the extent) such liability may not be waived, modified or limited under applicable law (including liability under U.S. securities laws which, under certain circumstances, impose liability even on persons acting in good faith), but shall be construed so as to effectuate the foregoing provisions to the fullest extent permitted by law.

(B) The Investor, as principal, hereby appoints the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to and file:

(1) any partnership certificate, business certificate, fictitious name certificate, amendment thereto, or other instrument or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Partnership, or required by any applicable federal, state, or local or foreign law;

(2) the Partnership Agreement of the Partnership and any amendment duly approved as provided therein; and

(3) any and all instruments, certificates and other documents which may be deemed necessary or desirable to effect the winding-up and termination of the Partnership (including, but not limited to, a notice of dissolution of the Partnership).

This power of attorney is coupled with an interest, is irrevocable, and shall survive and shall not be affected by the subsequent death, disability, incompetence, termination, bankruptcy, insolvency or dissolution of the Investor, *provided, however*, that this power of attorney will terminate upon the substitution of another

Limited Partner for all of the Investor's investment in the Partnership, upon the withdrawal of the Investor from the Partnership or upon the redemption of all of the Interest owned by the Investor.

(C) This Subscription Agreement (i) shall be binding upon the Investor and the heirs, legal representatives, successors, and permitted assigns of the Investor and shall inure to the benefit of the Partnership and its successors and assigns, (ii) shall be governed, construed and enforced in accordance with the laws of Delaware, regardless of the conflicts of law provisions thereof, (iii) shall survive the acceptance of the Investor as a limited partner of the Partnership and (iv) shall, if the Investor consists of more than one person, be the joint and several obligation of each of such persons.

(D) The Investor hereby irrevocably agrees that any suit, action or proceeding with respect to this Subscription Agreement and any or all transactions relating hereto and thereto may be brought in U.S. federal and state courts in the State of New York. The Investor hereby irrevocably submits to the jurisdiction of such courts with respect to any such suit, action or proceeding and agrees and consents that service of process as provided by U.S. federal and New York law may be made upon the Investor in any such suit, action or proceeding brought in any of said courts, and may not claim that any such suit, action or proceeding has been brought in an inconvenient forum. The Investor hereby further irrevocably consents to the service of process out of any of the aforesaid courts, in any such suit, action or proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to the Investor at the address of the Investor then appearing on the records of the Partnership. Nothing contained herein shall affect the right of the Partnership to commence any action, suit or proceeding or otherwise to proceed against the Investor in any other jurisdiction or to serve process upon the Investor in any manner permitted by any applicable law in any relevant jurisdiction.

(E) If any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. Any provision hereof which may be held invalid or unenforceable under any applicable law or in any particular instance shall not affect the validity or enforceability of any other provisions hereof or of such provision in any other instance, and to this extent the provisions hereof shall be severable.

#### V. TRUSTEE, AGENT, REPRESENTATIVE, NOMINEE OR OTHER THIRD PARTIES

If the Investor is acting as trustee, agent, representative or nominee for a subscriber (a "Beneficial Owner"), the Investor understands and acknowledges that the representations, warranties and agreements made herein are made by the Investor with respect to the Investor *and* with respect to the Beneficial Owner. The Investor further represents and warrants that it has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Agreement. The Investor also agrees to indemnify the Partnership, the General Partner and their officers and agents for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Investor's misrepresentation or misstatement contained herein, or the assertion of the Investor's lack of proper authorization from the Beneficial Owner to enter into this Subscription Agreement or perform the obligations hereof.

If the Investor enters into a swap, structured note or other derivative instrument, the return from which is based in whole or in part on the return of the Partnership (the "Swap") with a third party (a "Third Party"), the Investor represents and warrants that with respect to a Third Party entering into a Swap: (a) the Third Party is authorized under its constitutional documents (e.g., certificate of incorporation, by-laws, partnership agreement or trust agreement) and applicable law to enter into the Swap and would also be so authorized to invest directly into the Partnership; (b) the Third Party has received and reviewed a copy of the Memorandum, the Limited Partnership Agreement and the Subscription Agreement; (c) the Third Party acknowledges that

the Partnership and its affiliates are not responsible for the legality, suitability or tax consequences of the Swap and that the Investor is not an agent of the Partnership; and (d) the Third Party is a "qualified eligible participant" under the Commodity Exchange Act, as amended, an "accredited investor" under Regulation D and a "qualified purchaser" under the Company Act. The Investor also agrees to indemnify the Partnership, the General Partner and their officers and agents for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Investor's misrepresentation or misstatement contained herein. Nothing herein constitutes an agreement or statement by the Partnership as to the legality of a Swap or the suitability of a Swap for the Third Party.

#### VI. ADDITIONAL INFORMATION AND SUBSEQUENT CHANGES IN THE FOREGOING REPRESENTATIONS

The General Partner may request from the Investor such additional information as it may deem necessary to evaluate the eligibility of the Investor to acquire an Interest, and may request from time to time such information as it may deem necessary to determine the eligibility of the Investor to hold an Interest or to enable the General Partner to determine the Partnership's compliance with applicable regulatory requirements or tax status, and the Investor shall provide such information as may reasonably be requested.

Each person acquiring an Interest must satisfy the foregoing investor eligibility criteria both at the time of subscription and at all times thereafter until such person ceases to be a Limited Partner of the Partnership. Accordingly, the Investor agrees to notify the General Partner promptly if there is any change with respect to any of the foregoing information or representations and to provide the General Partner with such further information as the General Partner may reasonably require. In addition, the Investor agrees that at any time in the future at which the Investor may acquire additional Interests, the Investor shall be deemed to have reaffirmed, as of the date of such acquisition of additional Interests, each and every representation made by the Investor in this Subscription Agreement, except to the extent modified in writing by the Investor and consented to by the Partnership.

The Subscription Agreement and the Partnership Agreement constitute the entire arrangement and understanding between the parties hereto regarding its subject matter, and supersede any prior or contemporaneous agreements, arrangements and understandings, written or oral, between the parties regarding the same.

#### VII. ANTI-MONEY LAUNDERING REPRESENTATIONS

(A) The Investor represents that all evidence of identity provided in connection with the Subscription Agreement is true and correct and all related information furnished is genuine and accurate.

(B) The Investor agrees to provide any information deemed by the Partnership or the General Partner, from time to time and in its sole and absolute discretion, necessary to comply with any anti-money laundering program that the Partnership and/or the General Partner may, either presently or in the future, adopt and any related responsibilities. The Investor agrees and acknowledges that in the event of delay or failure by the Investor to produce any information requested in this Subscription Agreement or required for verification purposes, the Partnership may refuse to accept the subscription.

(C) The Investor represents and covenants that neither it, nor any person controlling, controlled by, or under common control with it, nor any person having a beneficial interest in it, is an individual, organization, or entity listed on the List of Specially Designated Nationals and Blocked Persons (the "OFAC Control List") maintained by the U.S. Office of Foreign Assets Control ("OFAC")<sup>5</sup>, and that it is

<sup>5</sup> Available at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

not investing and will not invest in the Partnership on behalf of or for the benefit of any individual, organization, or entity listed on the OFAC Control List.

(D) The Investor represents that (i) the amounts contributed by it to the Partnership were not and are not directly or indirectly derived from activities that contravene U.S. federal or state laws or regulations and international laws and regulations, including anti-money laundering laws and regulations, and (ii) the proceeds from the Investor's investment in the Partnership will not be used to finance any illegal activities.

(E) The Investor agrees and acknowledges (i) that additional subscriptions by the Investor may be refused and/or (ii) that requests for withdrawals may be delayed or declined if the General Partner reasonably believes it does not have satisfactory evidence of the Investor's identity.

(F) The Investor agrees and acknowledges that, if, following its subscription in the Partnership and/or, the General Partner reasonably believes that the Investor is listed on the OFAC Control List or has otherwise breached its representations and covenants as to its identity, the General Partner may be obligated to block the Investor's investment in accordance with applicable law, and the Investor shall have no claim against the General Partner for any form of damages as a result of blocking the investment.

(G) If the Investor is a "fund of funds" or an entity that invests on behalf of others, the Investor, in addition to and not by way of limiting the foregoing, represents and certifies that it is aware of the requirements of the USA PATRIOT Act of 2001, and rules and regulations promulgated thereunder and other applicable anti-money laundering measures in any jurisdiction (collectively, the "AML Rules") and that it has adopted anti-money laundering policies and procedures in place reasonably designed to verify the identity of its beneficial owners or underlying investors, as the case may be, and their respective sources of funds. Such policies and procedures are properly enforced and are consistent with such AML Rules. The Investor represents and certifies that to the best of its knowledge, the beneficial owners or investors, as the case may be, are not individuals, entities, or countries that may subject the Partnership or any of its affiliates to criminal or civil violations of any AML Rules. The Investor agrees and acknowledges that it is to furnish a copy of its anti-money laundering policies and procedures to the Partnership when requested. Among its other obligations hereunder, the Investor agrees to promptly notify the Partnership if the foregoing representation and certification becomes inaccurate.

(H) Investor represents that:

(I) it is not a Senior Foreign Political Figure<sup>6</sup>, a member of a Senior Foreign Political Figure's Immediate Family<sup>7</sup>, and/or any Close Associate<sup>8</sup> of a Senior Foreign Political Figure residing in a non-cooperative country or territory or a jurisdiction that has been designated by the U.S. Treasury as warranting special measures due to primary money laundering concerns;

<sup>6</sup> The term "senior foreign political figure" is defined to mean a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation.

<sup>7</sup> The term "immediate family" is defined to mean the parents, siblings, spouse, children and in-laws of a senior foreign political figure.

<sup>8</sup> The term "close associate" is defined to mean a person who is widely and publicly known to maintain an unusually close relationship with a senior foreign political figure.

(2) it is not a former Senior Foreign Political Figure residing in a non-cooperative country or territory or a jurisdiction that has been designated as warranting special measures due to primary money laundering concerns;

(3) it is not resident in, or organized or chartered under the laws of a jurisdiction that has been designated by the U.S. Secretary of Treasury under Sections 311 and 312 of the USA PATRIOT Act as warranting special measures due to primary money laundering concerns;

(4) it is not a Foreign Shell Bank as the term is defined in the USA PATRIOT Act; and

(5) its subscription funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank, an "offshore bank,"<sup>9</sup> or a bank organized or chartered under the laws of a jurisdiction deemed to be a non-cooperative country or territory ("NCCT")<sup>10</sup>.

- Investors who are natural persons from non-FATF member jurisdictions must complete and return EXHIBIT E to the General Partner along with the Investor's signed Subscription Agreement.
- Investors who are entities from non-FATF member jurisdictions must complete and return EXHIBITS C, E, F (if privately held) and G (if a trust) to the General Partner along with the Investor's signed Subscription Agreement.
- ~~Investors who are funds of funds from non-FATF member jurisdictions must complete and return EXHIBITS C, E, F (if privately held) and G (if a trust) to the General Partner along with the Investor's signed Subscription Agreement.~~
- Investors who are entities from FATF member jurisdictions must complete and return EXHIBITS C and D (if an entity subscribing on behalf of third parties) to the General Partner along with the Investor's signed Subscription Agreement.
- Investors who are funds of funds from FATF member jurisdictions must complete and return EXHIBITS C and D to the General Partner along with the Investor's signed Subscription Agreement.

<sup>9</sup> The term "offshore bank" refers to a foreign bank that is barred, pursuant to its banking license, from conducting banking activities with the citizens of, or with the local currency of, the country that issued the license.

<sup>10</sup> The Financial Action Task Force on Money Laundering ("FATF") has designated certain countries or territories as NCCTs. The list of countries or territories deemed to be NCCTs is available at: <http://www1.oecd.org/fatf>.

SET 1 OF 2

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date set forth below under penalties of perjury.

Date: \_\_\_\_\_, \_\_\_\_\_

*For Individual Investors:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Type Name)

*For Investors other than Individuals:*

The 2001 Frederick Dematteis Revocable Trst  
(Please Type or Print Name of Investor)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Type or Print Name of Signatory)

Title: Trustee

*Name of Trustees or Other Fiduciaries Exercising Investment  
Discretion with Respect to Benefit Plan or Trust*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

The undersigned, being the custodian of the above named individual retirement account, hereby accepts and agrees to this subscription.

By: \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Custodian (Print)

\_\_\_\_\_  
Name of Authorized Signatory (Print)

SET 2 OF 2

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date set forth below under penalties of perjury.

Date: \_\_\_\_\_, \_\_\_\_\_

*For Individual Investors:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Type Name)

*For Investors other than Individuals:*

\_\_\_\_\_  
(Please Type or Print Name of Investor)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Type or Print Name of Signatory)

Title: \_\_\_\_\_

*Name of Trustees or Other Fiduciaries Exercising Investment  
Discretion with Respect to Benefit Plan or Trust*

<i>Signature</i>	<i>Printed Name</i>	<i>Title</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned, being the custodian of the above named individual retirement account, hereby accepts and agrees to this subscription.

By: \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Custodian (Print)

\_\_\_\_\_  
Name of Authorized Signatory (Print)

SET 1 OF 2

**RYE SELECT BROAD MARKET PRIME FUND, L.P.**

**LIMITED PARTNERSHIP AGREEMENT**

**LIMITED PARTNER SIGNATURE PAGE**

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

The 2001 Frederick DeMatteris Revocable Trust  
(Type or Print Name)

by: \_\_\_\_\_  
(Signature)

Trustee  
(Representative capacity, if any)

\_\_\_\_\_  
Date



SET 2 OF 2

**RYE SELECT BROAD MARKET PRIME FUND, L.P.**

**LIMITED PARTNERSHIP AGREEMENT**

**LIMITED PARTNER SIGNATURE PAGE**

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Representative capacity, if any)

\_\_\_\_\_  
Date

ACKNOWLEDGMENT

State of )  
ss.:  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, Trustee, The 2001 Frederick DeMatter Revocable Trust  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to or who  
executed the foregoing instrument in his/her personal or authorized capacity, and who duly acknowledged to  
me that execution of the same is his/her own free act and deed and made with appropriate authority.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*Notary: Please complete state, county, date and names of all persons signing and affix notarial seal.*

\_\_\_\_\_  
\_\_\_\_\_  
For Partnership Use Only

Do not write below this point

\_\_\_\_\_  
Pursuant to the Partnership Agreement, the subscription is hereby accepted in the amount set forth  
below and the Investor is hereby admitted as a Limited Partner as of \_\_\_\_\_.

Rye Select Broad Market Prime Fund, L.P.  
Subscription Amount \$ \_\_\_\_\_

Accepted

By: Tremont Partners, Inc.  
General Partner

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

Employee Benefit Plans

To: Tremont Partners, Inc. (the "General Partner")

Re: Letter of Independent Investment Powers  
Rye Select Broad Market Prime Fund, L.P.

I (or we as applicable) certify that the individual or individuals named below are the trustees of, the named fiduciaries of or the investment managers of the \_\_\_\_\_ (the "Plan"). The undersigned have sole and absolute discretion to make investment decisions on behalf of the Plan and assume full responsibility for such investment decisions.

The Plan has not given discretionary authority or control respecting the management of the Plan to the General Partner or any of their agents. None of the General Partner or any of its agents are fiduciaries as to the Plan, nor do they exercise any authority or control respecting management or disposition of the Plan assets.

The responsibility and authority for investment decisions, including the decision to enter into the Subscription Agreement is solely that of the undersigned. I represent that I have made the decision only after receiving and reviewing the Memorandum, that the decision to enter into this investment is freely and independently made by me and that I accept full fiduciary responsibility with respect thereto. All fiduciaries are to sign and date below.

I/we certify that I/we am/are authorized to execute this letter of Independent Investment Powers on behalf of the Plan indicated above.

Name of Fiduciary \_\_\_\_\_

Capacity \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT B

to be Executed by IRA Beneficiary

To: Tremont Partners, Inc. (the "General Partner")

Re: Letter of Independent Investment Powers  
Rye Select Broad Market Prime Fund, L.P.

I certify that the individual named below is the sole beneficiary of the IRA custodied at \_\_\_\_\_ (the "IRA"), which is making an investment in the Partnership. The undersigned has sole and absolute discretion to make investment decisions on behalf of the IRA and assumes full responsibility for such investment decisions.

The IRA Beneficiary has not given discretionary authority or control respecting the management of the IRA to the General Partner or any of its agents. None of the General Partner or any of its agents are fiduciaries as to the IRA, nor do they exercise any authority or control respecting management or disposition of the IRA assets

The responsibility and authority for investment decisions, including the decision to enter into the Subscription Agreement for Interests of the Partnership is solely that of the undersigned. I represent that I ~~have made the decision only after receiving and reviewing the Memorandum, that the decision to enter into~~ such investment is freely and independently made by me and that I accept full fiduciary responsibility with respect thereto.

Name of IRA Beneficiary \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT C

FORM OF INCUMBENCY CERTIFICATE

The undersigned, being the \_\_\_\_\_ (*Insert Title*) of \_\_\_\_\_ (*Insert Name of Entity*),  
a \_\_\_\_\_ (*Insert Type of Entity*) organized under the laws of \_\_\_\_\_  
(*Insert Jurisdiction of Organization*) (the "Company"), does hereby certify on behalf of the Company that  
the persons named below are directors and/or officers of the Company and that the signature at the right  
of said name, respectively, is the genuine signature of said person and that the persons listed below are  
each an authorized signatory for the Company.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Name: *Print Name of Signatory #1*  
Title: *Print Title of Signatory #1*

THE UNDERSIGNED, \_\_\_\_\_ (*Insert Name of Signatory #2*), a duly authorized  
\_\_\_\_\_  
(*Insert Title*) of the Company, does hereby certify that \_\_\_\_\_ (*Insert Name*  
*of Signatory #1*) is a duly authorized Officer of \_\_\_\_\_ (*Insert Name of Company*) and that  
the signature set forth above is [his][her] true and correct signature.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Name: *Print Name of Signatory #2*  
Title: *Print Title of Signatory #2*

EXHIBIT D

By Using this Form, the Undersigned Represents that it is  
Located in a FATF Member Jurisdiction

AML CERTIFICATION FORM FOR FUND OF FUNDS OR ENTITIES  
THAT INVEST ON BEHALF OF THIRD PARTIES

The undersigned, being the \_\_\_\_\_ (Insert Title) of  
\_\_\_\_\_ (Insert Name of Entity), a \_\_\_\_\_ (Insert Type of Entity) organized under the laws of  
\_\_\_\_\_ (Insert Jurisdiction of Organization) (the "Investor"), does hereby certify that it is aware of  
the requirements of the USA PATRIOT Act of 2001, the regulations administered by the U.S. Department  
of Treasury's Office of Foreign Assets Control, and other applicable U.S. federal, state or non-U.S. anti-  
money laundering laws and regulations (collectively, the "anti-money laundering/OFAC laws"). As an  
entity regulated by \_\_\_\_\_ (Insert Appropriate Regulatory Agency) in the \_\_\_\_\_ (Insert  
Jurisdiction) (a FATF member jurisdiction) the Investor has/have anti-money laundering policies and  
procedures in place reasonably designed to verify the identity of its [beneficial holders] [underlying  
investors] and, to the extent required, their sources of funds. ~~Such policies and procedures are properly~~  
~~enforced by the Investor.~~

After due inquiry, the Investor hereby represents to Rye Select Broad Market Prime Fund, L.P.  
that, to the best of its knowledge, the Investor's [beneficial holders(s)] [underlying investor(s)] are not  
individuals, entities or countries that are identified on the list maintained by the U.S. Office of Foreign  
Assets Control\*.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

\* The list may be found at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/tl1sdn.pdf>.

EXHIBIT E

FORM LETTER OF REFERENCE

[LETTERHEAD OF LOCAL OFFICE OF FATF MEMBER  
BANKING INSTITUTION OR BROKERAGE FIRM]

Rye Select Broad Market Prime Fund, L.P.  
c/o Tremont Partners, Inc.  
555 Theodore Fremd Avenue  
Rye, New York 10580  
Attention: Harry Hodges

To Whom It May Concern

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Institution),  
do hereby certify that \_\_\_\_\_ (Name of Investor) has maintained an account at  
our institution for \_\_\_\_\_ (Insert Period) years and, during this period, nothing has  
occurred that would give our institution cause to be concerned regarding the integrity of  
\_\_\_\_\_ (Name of Investor).

Do not hesitate to contact me at \_\_\_\_\_ (914.925.1140) if you have  
any further questions.

Very truly yours,

\_\_\_\_\_  
Name:  
Title:

**EXHIBIT F**

**BENEFICIAL OWNERSHIP INFORMATION**

**To Be Completed By Entity Investors That Are Privately Held Entities**

Instructions: Please complete and return this **EXHIBIT F** and provide the name of every person who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Investor. If the intermediary's shareholders or partners are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed. If there are no 25% beneficial owners, please write none.

Full Name	If Shareholder is an Individual, Insert Name and Address of Principal Employer and Position	Citizenship (for Individuals) or Principal Place of Business (for Entities)



EXHIBIT G

TRUST OWNERSHIP INFORMATION

To Be Completed By Entity Investors That Are Trusts

Instructions: Please complete and return this EXHIBIT G and provide the name of: i) every current beneficiary that has, directly or indirectly, an interest of 25% or more in the trust; ii) every person who contributed assets to the trust (settlers or grantors); and iii) every trustee. If there are intermediaries that are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed.

Full Name and Address	Status (Beneficiary/ Settlor/Trustee)	Citizenship (for Individuals) or Principal Place of Business (for Entities)
• Nancy DeMatteis The 2001 Frederick DeMatteis Revocable Trust c/o The DeMatteis Trusts 1230 Reckson Plaza, 12th Fl., West Tower Uniondale, NY 11556-1230	Current Beneficiary and Trustee	U.S. Citizen
• Donald M. Schaeffer Same address	Trustee (and Independent Trustee)	U.S. Citizen
• Stanley Simle Same address	Trustee (and Independent Trustee)	U.S. Citizen
• Ronald L. Gallatin Same address	Trustee (and Independent Trustee)	U.S. Citizen

## EXHIBIT H

### PRIVACY NOTICE

At Tremont Partners, Inc. (the "General Partner"), we recognize the importance of protecting the privacy of the Limited Partners of the Rye Select Broad Market Prime Fund, L.P. (the "Partnership"). The General Partner and the Partnership have policies to maintain the confidentiality and security of the Limited Partners' information. The following is designed to help you understand what information we collect from you and how we use that information to serve your account.

#### Categories Of Information We May Collect

In the normal course of business, we may collect the following types of information:

- Information you provide in the subscription documents and other forms (including name, address, social security number, date of birth, income and other financial-related information).
- Data about your transactions with us (such as the types of investments you have made and your account status).

#### How We Use Your Information That We Collect

Any and all nonpublic personal information received by the Partnership and/or the General Partner with respect to the Limited Partners who are natural persons, including the information provided to the Partnership by a Limited Partner in the subscription documents, is not shared with nonaffiliated third parties which are not service providers to the Partnership and/or the General Partner without prior notice to, and consent of, such Limited Partners, unless otherwise required by law. In the normal course of business, we may disclose the kinds of nonpublic personal information listed above to nonaffiliated third party service providers involved in servicing and administering products and services on our behalf. The Partnership's service providers include, but are not limited to, the Administrator, the Accountant, the auditors and the legal advisors of the Partnership. Additionally, the Partnership and/or the General Partner may disclose such nonpublic personal information as required by law (such as to respond to a subpoena or a request from a regulator and/or to prevent fraud). Without limiting the foregoing, the Partnership and/or the General Partner may disclose nonpublic personal information about you to governmental entities and others in connection with meeting its obligations to prevent money laundering. In addition, if the Partnership chooses to dispose of any Limited Partner's nonpublic personal information that the Partnership is not legally bound to maintain, then the Partnership will do so in a manner that reasonably protects such information from unauthorized access. The same privacy policy also applies to former Limited Partners who are natural persons.

#### Confidentiality and Security

We restrict access to nonpublic personal information about our customers to those employees and agents who need to know that information in order to provide products and services to Limited Partners. We maintain physical, electronic and procedural safeguards to protect your nonpublic personal information.

For questions about this privacy policy, please contact the General Partner.

The 2001 Frederick DeMatteis Revocable Trust

Mailing Address (if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send confirmation of a subscription for an interest, a copy of this Subscription Agreement and any other communications (including distribution, if any, and withdrawal proceeds checks) to (initial one):

✓ N.D. residence or principal business address above;  
(Initial)

\_\_\_\_\_  
(Initial) mailing address above.

Special instructions regarding communication:

Please "cc" all emails to Ronald L. Gallatin, RonGallatin@aol.com

#### AUTHORIZATION OF AGENT(S):

Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Partnership and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further notice to the Partnership signed by one or more of such persons. \*

(Please attach additional pages if needed)

Name

Nancy DeMatteis, Trustee  
Donald M. Schaeffer, Trustee  
Stanley Sirote, Trustee  
Ronald L. Gallatin, Trustee

Signature

Nancy DeMatteis  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Any two of the "Independent Trustees" or any three of the four Trustees can act on behalf of the Trust. The four Trustees are Nancy DeMatteis, Donald M. Schaeffer, Stanley Sirote and Ronald L. Gallatin. Donald M. Schaeffer, Stanley Sirote and Ronald L. Gallatin are the "Independent Trustees."

## II. ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

(A) General:

*Initial one and complete blanks*

The Investor hereby warrants and represents that:

✓ h.d  
(Initial)

- (1) If the Investor is an employee benefit plan, an endowment, a foundation, a corporation, partnership, trust or other legal entity, it is:

- organized under the laws of: New York
- has its principal place of business in: New York

OR

(Initial)

- (2) If the Investor is an individual or if beneficial ownership of the Investor is held by an individual (for example, an Individual Retirement Account or Keogh Plan), such individual is of legal age and is a:

- citizen of: \_\_\_\_\_
- resident of: \_\_\_\_\_
- approximate net worth of the Investor: \_\_\_\_\_

(B) Accredited Investor Status:

Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as an accredited investor under Regulation D.

*For Individual Investors Only*

(Initial)

- (1) The Investor hereby certifies that he/she is an accredited investor because he/she has an individual net worth, or with his/her spouse has a joint net worth, in excess of \$1,000,000. *For purposes of this questionnaire, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.*

(Initial)

- (2) The Investor hereby certifies that he/she is an accredited investor because he/she has individual income (exclusive of any income attributable to his/her spouse) of more than \$200,000 in each of the past two years, or joint income with his/her spouse in excess of \$300,000 in each of those years, and such investor reasonably expects to reach the same income level in the current year.

(Initial)

- (3) The Investor hereby certifies that he/she is an accredited investor because he/she is a director, executive officer or general partner of the Partnership, or any director, executive officer or general partner of a general partner of the Partnership.

and has total assets in excess of \$5,000,000.

*For Trusts*

✓ h.g.  
(Initial)

(11) The Investor hereby certifies that it is an accredited investor because it has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the securities offered, and its purchase is directed by a sophisticated person. *As used in the foregoing sentence, a "sophisticated person" is one who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.*

            
(Initial)

(12) The Investor hereby certifies that it is an accredited investor because it is (i) a bank as defined in Section 3(a)(2) of the Securities Act, a savings and loan association, or other institution as defined in Section 3(a)(5)(A) of the Securities Act, (ii) acting in a fiduciary capacity and (iii) subscribing for the purchase of the securities being offered on behalf of a trust account or accounts.

            
(Initial)

(13) The Investor hereby certifies that it is an accredited investor because it is a revocable trust which may be amended or revoked at any time by the grantors thereof, the tax benefits of investments made by the trust pass through to the grantors and all of the grantors are accredited investors. *The General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited.*

*For Banks, Savings and Loans and Similar Institutions*

            
(Initial)

(14) The Investor hereby certifies that it is an accredited investor because it is a bank as defined in Section 3(a)(2) of the Securities Act acting in its individual capacity.

            
(Initial)

(15) The Investor hereby certifies that it is an accredited investor because it is an investment company registered under the Company Act or a business development company as defined in Section 2(a)(48) of that Act.

            
(Initial)

(16) The Investor hereby certifies that it is an accredited investor because it is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

            
(Initial)

(17) The Investor hereby certifies that it is an accredited investor because it is an insurance company as defined in Section 2(13) of the Securities Act.

(C) **Qualified Purchaser Status:**

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as a qualified purchaser under the Company Act.*

**For Individual Investors Only**

- (1) The Investor hereby certifies that he/she is a qualified purchaser because he/she owns  
(Initial) not less than \$5,000,000 in investments<sup>1</sup>, including any investments held jointly, in community property or other similarly shared ownership interest with his/her spouse, including the amount of his/her investment held in an individual retirement account or similar account and the investments of which are directed by and held for his/her benefit<sup>2</sup>.

**For IRA or Self-Directed Pension Plan**

- (2) The Investor hereby certifies that it is a qualified purchaser because it is an IRA or a  
(Initial) self-directed pension plan and the individual who established the IRA or the individual who established the IRA or the individual responsible for directing the investment of assets in the Partnership is an individual who owns not less than \$5,000,000 in investments.

**For "Family" Corporations, "Family" Trusts, "Family" Partnerships, "Family" Limited Liability Companies, "Family" Foundations or "Family" Endowments**

- ✓   J.P.   (3) The Investor hereby certifies that it is a qualified purchaser because it was not formed  
(Initial) for the specific purpose of investing in the Partnership, owns not less than \$5,000,000 in investments and is (i) owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses or such persons, and the estates of such persons, or (ii) a foundation, charitable organization or trust established by or for the benefit of such persons in (i) above.

OR

The Investor hereby certifies that it is a qualified purchaser because each beneficial

<sup>1</sup> The term "investments" shall mean any or all (1) securities (as defined in Securities Act), except for securities of issuers controlled by the Investor ("Control Securities") unless (A) the issuer of the Control Securities is itself a registered or private investment company or is excepted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Company Act, (B) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, (C) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act or (D) the issuer of the Control Securities is a private company with shareholders' equity not less than \$50 million determined in accordance with generally accepted accounting principles, as reflected in the company's most recent financial statements (provided such financial statements were issued within 16 months of the date of the Investor's purchase of Interests); (2) futures contracts or options thereon held for investment purposes, (3) physical commodities held for investment purposes; (4) swaps and other similar financial contracts entered into for investment purposes; (5) real estate held for investment purposes; and (6) cash and cash equivalents held for investment purposes.

<sup>2</sup> In determining whether spouses who are making a joint investment are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly).

owner of the Investor's securities is a qualified purchaser.

**For Trusts**

✓ h d  
(Initial)

- (4) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of acquiring Interests, and the trustee or other authorized person making decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in Items (1), (3) or (8) of this Section.

**For Employee Benefit Plans**

            
(Initial)

- (5) The Investor hereby certifies that it is a qualified purchaser because it is an employee benefit plan that (i) owns not less than \$25,000,000 in investments and (ii) does not permit its participants to decide whether and how much to invest in particular investment alternatives.

**For Qualified Institutional Buyers**

            
(Initial)

- (6) The Investor hereby certifies that it is a qualified purchaser because it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser, provided that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(D) or (a)(1)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

**For Knowledgeable Employees**

            
(Initial)

- (7) The Investor hereby certifies that he/she is a qualified purchaser because he/she is an individual who is a "knowledgeable employee" as defined in Rule 3c-5 under the Company Act including, but not limited to, a director, executive officer, trustee, general partner, advisory board member, or an employee of the Partnership, the General Partner (other than an employee performing solely clerical, secretarial or administrative functions) who has participated in investment activities of the Company or a similar entity for at least twelve (12) months.

**For Other Entities**

            
(Initial)

- (8) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of investing in the Company and is acting for its own account or for the accounts of other qualified purchasers for which it owns and invests on a discretionary basis not less than \$25,000,000 in investments.

OR

The Investor hereby certifies that is a qualified purchaser because each beneficial owner of the Investor's securities is a qualified purchaser.

**Plus, For all Investors Other Than Individuals**

✓ JD  
(Initial)

(9) The Investor is not an entity that is excepted from the definition of an "investment company" under the Company Act pursuant to Section 3(c)(1) or Section 3(c)(7); or

            
(Initial)

(10) The Investor is a 3(c)(1) or 3(c)(7) Company and does not have any direct "beneficial owners" that have held an interest in the Investor from on or before April 30, 1996 (a "Pre-April 30 Holder"); or

            
(Initial)

(11) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its Pre-April 30 Holders.

If the Investor is described in Item (3) or (4), the Investor may initial Item (12) instead of Item (11)

            
(Initial)

(12) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its directors, general partners or trustees.

If the Investor has initialed Item (10) or Item (11), the Investor must also respond to Item (13)

✓ JD  
(Initial)

(13) No direct or indirect beneficial owner of the Investor is itself a 3(c)(1) or 3(c)(7) company which controls, is controlled by, or is under common control with the Investor.

If the Investor cannot initial Item (13) because it has a control relationship with a beneficial owner and is itself a 3(c)(1)/3(c)(7) Company, the Investor may be required to obtain consent from the security holders of such owners.

Note: In determining whether the \$5 million or \$25 million thresholds are met, investments can be valued at cost or market value as of a recent date provided that in the case of Commodity Interests, the amount of Investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests and in each case, if investments have been acquired with indebtedness, the amount of indebtedness must be deducted in determining whether the threshold has been met.

**(D) Foreign/Non-Foreign Status:**

*For U.S. Individuals*

            
(Initial)

(1) The Investor hereby certifies that it is not a non-resident alien for purposes of income taxation (as such term is defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).



*For U.S. Entities*

✓ JD  
(Initial)

(2) The Investor hereby certifies that is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For Foreign Individuals or Entities*

                      
(Initial)

(3) The Investor certifies that it is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

(E) **Benefit Plans Investor Status:**

*Please initial the following certifications as appropriate:*

                      
(Initial)

(1) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is not a "benefit plan investor" as defined in 29 C.F.R. 2510.3-101(f)(2) (the "Plan Asset Regulation"). For purposes of illustration, "benefit plan investors" are pension plans, profit-sharing plans, or other "employee benefit plans" as defined in ERISA, regardless of whether the plans are subject to ERISA, and plans defined in Section 4975 of the Internal Revenue Code of 1986. "Benefit plan investors" also include simplified employee pension plans, KEOGH plans, individual retirement accounts, health insurance plans, life insurance plans, church or other charitable plans, governmental plans, and foreign plans. "Benefit plan investors" also include entities deemed under Department of Labor regulations to hold "plan assets" due to investments made in the entity by employee benefit plans and other such plans.

If the Investor is an entity, the Investor certifies that less than 25% of the value of each class of equity interests in the Investor (excluding any equity interests held by an individual or entity with discretionary authority or control over the equity interests of the Investor) is held by "benefit plan investors."

Or

                      
(Initial)

(2) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is a "benefit plan investor" as defined in the Plan Asset Regulation.

If the Investor is a "benefit plan investor," please indicate whether the Investor is a plan defined in Section 4975 of the Internal Revenue Code of 1986 (e.g., an individual retirement account, Coverdell account, etc.):

                      
Yes

                      
No

\_\_\_\_\_  
(Initial)

(3) The Investor is a life insurance company. Please indicate the relative percentages of the Investor's interest in the Interest being acquired with the assets of the Investor's general account and separate accounts:

\_\_\_\_\_ % is being acquired with the assets of the general account

\_\_\_\_\_ % is being acquired with the assets of one or more separate accounts

(4) If the Investor indicated in question (3) above that general account assets are being used to acquire the Investor's interest in the Interests, please complete the following:

\_\_\_\_\_ % of such general account assets used to acquire Interests represent "plan assets" within the meaning of the Plan Asset Regulation

\_\_\_\_\_  
(Initial)

(5) The Investor is a person who has discretionary authority or control<sup>1</sup> with respect to the assets of the Partnership or provides investment advice to the Partnership for a fee, direct or indirect, with respect to such assets or any affiliate of any such person<sup>4</sup> (a "Controlling Person").

The Investor understands and agrees that the information supplied above will be utilized to determine whether benefit plan investors own less than 25% of the value of the Interests, as determined under the Plan Asset Regulation, both upon the original issuance of Interests and upon subsequent transfer of Interests.

----- (G) - General - For All Investors:

\_\_\_\_\_  
(Initial)

The Investor hereby agrees that if any of the information in this Item II changes, the Investor will notify the General Partner within 10 days thereof. The Investor understands that the information contained in this Item II may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained in this Item II could be punished by fine, imprisonment or both.

### III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

(A) The Investor agrees that it will not sell or otherwise transfer the Interest without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Interest has not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is subsequently registered under the Securities Act and under applicable securities laws of such states or an exemption from such registration is available. The Investor acknowledges

<sup>1</sup> For purposes of this question, "control" means, with respect to a person other than an individual, the power to exercise a controlling influence over the management or policies of such person.

<sup>4</sup> For purposes of this question, "affiliate of a person" includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person.

SET 1 OF 2

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date set forth below under penalties of perjury.

Date: \_\_\_\_\_, \_\_\_\_\_

*For Individual Investors:*

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
(Please Type Name)

*For Investors other than Individuals:*

The 2001 Frederick DeMatteis Revocable Trst  
(Please Type or Print Name of Investor)

By: Nancy De Matteis  
Signature

Nancy De Matteis  
(Please Type or Print Name of Signatory)

Title: Trustee

*Name of Trustees or Other Fiduciaries Exercising Investment  
Discretion with Respect to Benefit Plan or Trust*

<i>Signature</i>	<i>Printed Name</i>	<i>Title</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned, being the custodian of the above named individual retirement account, hereby accepts and agrees to this subscription.

By: \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Custodian (Print)

\_\_\_\_\_  
Name of Authorized Signatory (Print)

SET 1 OF 2

RYE SELECT BROAD MARKET PRIME FUND, L.P.

# LIMITED PARTNERSHIP AGREEMENT

**LIMITED PARTNER SIGNATURE PAGE**

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

## The 2001 Frederick DeMatteris Revocable Trust

(Type or Print Name)

By: Nancy DeMott  
(Signature)

(Signature)

Trustee

(Representative capacity, if any)

Date \_\_\_\_\_

Mailing Address (if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send confirmation of a subscription for an interest, a copy of this Subscription Agreement and any other communications (including distribution, if any, and withdrawal proceeds checks) to (initial one):

✓ RS residence or principal business address above;  
(Initial)

\_\_\_\_\_ mailing address above.  
(Initial)

Special instructions regarding communication:

\_\_\_\_\_ Please "cc" all emails to Ronald L. Gallatin, RonGallatin@aol.com  
\_\_\_\_\_  
\_\_\_\_\_

#### AUTHORIZATION OF AGENT(S):

Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Partnership and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further notice to the Partnership signed by one or more of such persons. \*

(Please attach additional pages if needed)

Name

Nancy DeMatteris, Trustee  
Donald M. Schaeffer, Trustee  
Stanley Sirote, Trustee  
Ronald L. Gallatin, Trustee

Signature

\_\_\_\_\_  
\_\_\_\_\_  
Ronald L. Gallatin

\* Any two of the "Independent Trustees" or any three of the four Trustees can act on behalf of the Trust. The four Trustees are Nancy DeMatteris, Donald M. Schaeffer, Stanley Sirote and Ronald L. Gallatin. Donald M. Schaeffer, Stanley Sirote and Ronald L. Gallatin are the "Independent Trustees."

## II. ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

(A) General:

*Initial one and complete blanks*

The Investor hereby warrants and represents that:

✓ MS  
(Initial)

- (1) If the Investor is an employee benefit plan, an endowment, a foundation, a corporation, partnership, trust or other legal entity, it is:

- organized under the laws of: New York
- has its principal place of business in: New York

OR

(Initial)

- (2) If the Investor is an individual or if beneficial ownership of the Investor is held by an individual (for example, an Individual Retirement Account or Keogh Plan), such individual is of legal age and is a:

- citizen of: \_\_\_\_\_
- resident of: \_\_\_\_\_
- approximate net worth of the Investor: \_\_\_\_\_

(B) Accredited Investor Status:

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as an accredited investor under Regulation D.*

*For Individual Investors Only*

(Initial)

- (1) The Investor hereby certifies that he/she is an accredited investor because he/she has an individual net worth, or with his/her spouse has a joint net worth, in excess of \$1,000,000. *For purposes of this questionnaire, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.*

(Initial)

- (2) The Investor hereby certifies that he/she is an accredited investor because he/she has individual income (exclusive of any income attributable to his/her spouse) of more than \$200,000 in each of the past two years, or joint income with his/her spouse in excess of \$300,000 in each of those years, and such investor reasonably expects to reach the same income level in the current year.

(Initial)

- (3) The Investor hereby certifies that he/she is an accredited investor because he/she is a director, executive officer or general partner of the Partnership, or any director, executive officer or general partner of a general partner of the Partnership.

and has total assets in excess of \$5,000,000.

*For Trusts*

- ✓ P89  
(Initial)
- (11) The Investor hereby certifies that it is an accredited investor because it has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the securities offered, and its purchase is directed by a sophisticated person. *As used in the foregoing sentence, a "sophisticated person" is one who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.*
- (Initial)
- (12) The Investor hereby certifies that it is an accredited investor because it is (i) a bank as defined in Section 3(a)(2) of the Securities Act, a savings and loan association, or other institution as defined in Section 3(a)(5)(A) of the Securities Act, (ii) acting in a fiduciary capacity and (iii) subscribing for the purchase of the securities being offered on behalf of a trust account or accounts.
- (Initial)
- (13) The Investor hereby certifies that it is an accredited investor because it is a revocable trust which may be amended or revoked at any time by the grantors thereof, the tax benefits of investments made by the trust pass through to the grantors and all of the grantors are accredited investors. *The General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited.*

*For Banks, Savings and Loans and Similar Institutions*

- (Initial)
- (14) The Investor hereby certifies that it is an accredited investor because it is a bank as defined in Section 3(a)(2) of the Securities Act acting in its individual capacity.
- 
- (Initial)
- (15) The Investor hereby certifies that it is an accredited investor because it is an investment company registered under the Company Act or a business development company as defined in Section 2(a)(48) of that Act.
- (Initial)
- (16) The Investor hereby certifies that it is an accredited investor because it is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- (Initial)
- (17) The Investor hereby certifies that it is an accredited investor because it is an insurance company as defined in Section 2(13) of the Securities Act.

(C) **Qualified Purchaser Status:**

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as a qualified purchaser under the Company Act.*

**For Individual Investors Only**

                     (1) The Investor hereby certifies that he/she is a qualified purchaser because he/she owns  
(Initial) not less than \$5,000,000 in investments<sup>1</sup>, including any investments held jointly, in community property or other similarly shared ownership interest with his/her spouse, including the amount of his/her investment held in an individual retirement account or similar account and the investments of which are directed by and held for his/her benefit<sup>2</sup>.

**For IRA or Self-Directed Pension Plan**

                     (2) The Investor hereby certifies that it is a qualified purchaser because it is an IRA or a  
(Initial) self-directed pension plan and the individual who established the IRA or the individual who established the IRA or the individual responsible for directing the investment of assets in the Partnership is an individual who owns not less than \$5,000,000 in investments.

**For "Family" Corporations, "Family" Trusts, "Family" Partnerships, "Family" Limited Liability Companies, "Family" Foundations or "Family" Endowments**

✓                      (3) The Investor hereby certifies that it is a qualified purchaser because it was not formed  
(Initial) for the specific purpose of investing in the Partnership, owns not less than \$5,000,000 in investments and is (i) owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses or such persons, and the estates of such persons, or (ii) a foundation, charitable organization or trust established by or for the benefit of such persons in (i) above.

OR

The Investor hereby certifies that it is a qualified purchaser because each beneficial

<sup>1</sup> The term "investments" shall mean any or all (1) securities (as defined in Securities Act), except for securities of issuers controlled by the Investor ("Control Securities") unless (A) the issuer of the Control Securities is itself a registered or private investment company or is excepted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Company Act, (B) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, (C) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act or (D) the issuer of the Control Securities is a private company with shareholders' equity not less than \$50 million determined in accordance with generally accepted accounting principles, as reflected in the company's most recent financial statements (provided such financial statements were issued within 16 months of the date of the Investor's purchase of Interests); (2) futures contracts or options thereon held for investment purposes; (3) physical commodities held for investment purposes; (4) swaps and other similar financial contracts entered into for investment purposes; (5) real estate held for investment purposes; and (6) cash and cash equivalents held for investment purposes.

<sup>2</sup> In determining whether spouses who are making a joint investment are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly)



owner of the Investor's securities is a qualified purchaser.

**For Trusts**

✓ BS  
(Initial)

- (4) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of acquiring Interests, and the trustee or other authorized person making decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in Items (1), (3) or (8) of this Section.

**For Employee Benefit Plans**

            
(Initial)

- (5) The Investor hereby certifies that it is a qualified purchaser because it is an employee benefit plan that (i) owns not less than \$25,000,000 in investments and (ii) does not permit its participants to decide whether and how much to invest in particular investment alternatives.

**For Qualified Institutional Buyers**

            
(Initial)

- (6) The Investor hereby certifies that it is a qualified purchaser because it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser, provided that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(D) or (a)(1)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

**For Knowledgeable Employees**

            
(Initial)

- (7) The Investor hereby certifies that he/she is a qualified purchaser because he/she is an individual who is a "knowledgeable employee" as defined in Rule 3c-5 under the Company Act including, but not limited to, a director, executive officer, trustee, general partner, advisory board member, or an employee of the Partnership, the General Partner (other than an employee performing solely clerical, secretarial or administrative functions) who has participated in investment activities of the Company or a similar entity for at least twelve (12) months.

**For Other Entities**

            
(Initial)

- (8) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of investing in the Company and is acting for its own account or for the accounts of other qualified purchasers for which it owns and invests on a discretionary basis not less than \$25,000,000 in investments.

OR

The Investor hereby certifies that is a qualified purchaser because each beneficial owner of the Investor's securities is a qualified purchaser.

**Plus, For all Investors Other Than Individuals**

- ✓ BS  
(Initial)
- (9) The Investor is not an entity that is excepted from the definition of an "investment company" under the Company Act pursuant to Section 3(c)(1) or Section 3(c)(7); or
- (Initial)
- (10) The Investor is a 3(c)(1) or 3(c)(7) Company and does not have any direct "beneficial owners" that have held an interest in the Investor from on or before April 30, 1996 (a "Pre-April 30 Holder"); or
- (Initial)
- (11) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its Pre-April 30 Holders.
- If the Investor is described in Item (3) or (4), the Investor may initial Item (12) instead of Item (11)
- (Initial)
- (12) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its directors, general partners or trustees.
- If the Investor has initialed Item (10) or Item (11), the Investor must also respond to Item (13)
- ✓ BS  
(Initial)
- (13) No direct or indirect beneficial owner of the Investor is itself a 3(c)(1) or 3(c)(7) company which controls, is controlled by, or is under common control with the Investor.

If the Investor cannot initial Item (13) because it has a control relationship with a beneficial owner and is itself a 3(c)(1)/3(c)(7) Company, the Investor may be required to obtain consent from the security holders of such owners.

Note: In determining whether the \$5 million or \$25 million thresholds are met, investments can be valued at cost or market value as of a recent date provided that in the case of Commodity Interests, the amount of Investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests and in each case, if investments have been acquired with indebtedness, the amount of indebtedness must be deducted in determining whether the threshold has been met.

**(D) Foreign/Non-Foreign Status:**

*For U.S. Individuals*

- (Initial)
- (1) The Investor hereby certifies that it is not a non-resident alien for purposes of income taxation (as such term is defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For U.S. Entities*

✓ BB  
(Initial) (2) The Investor hereby certifies that is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For Foreign Individuals or Entities*

                      
(Initial) (3) The Investor certifies that it is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

(E) Benefit Plans Investor Status:

*Please initial the following certifications as appropriate:*

                      
(Initial) (1) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is not a "benefit plan investor" as defined in 29 C.F.R. 2510.3-101(f)(2) (the "Plan Asset Regulation"). For purposes of illustration, "benefit plan investors" are pension plans, profit-sharing plans, or other "employee benefit plans" as defined in ERISA, regardless of whether the plans are subject to ERISA, and plans defined in Section 4975 of the Internal Revenue Code of 1986. "Benefit plan investors" also include simplified employee pension plans, KEOGH plans, individual retirement accounts, health insurance plans, life insurance plans, church or other charitable plans, governmental plans, and foreign plans. "Benefit plan investors" also include entities deemed under Department of Labor regulations to hold "plan assets" due to investments made in the entity by employee benefit plans and other such plans.

If the Investor is an entity, the Investor certifies that less than 25% of the value of each class of equity interests in the Investor (excluding any equity interests held by an individual or entity with discretionary authority or control over the equity interests of the Investor) is held by "benefit plan investors."

*Or*

                      
(Initial) (2) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is a "benefit plan investor" as defined in the Plan Asset Regulation.

If the Investor is a "benefit plan investor," please indicate whether the Investor is a plan defined in Section 4975 of the Internal Revenue Code of 1986 (e.g., an individual retirement account, Coverdell account, etc.):

                      
Yes

                      
No

(Initial)

(3) The Investor is a life insurance company. Please indicate the relative percentages of the Investor's interest in the Interest being acquired with the assets of the Investor's general account and separate accounts:

           % is being acquired with the assets of the general account

           % is being acquired with the assets of one or more separate accounts

(4) If the Investor indicated in question (3) above that general account assets are being used to acquire the Investor's interest in the Interests, please complete the following:

           % of such general account assets used to acquire Interests represent "plan assets" within the meaning of the Plan Asset Regulation

            
(Initial)

(5) The Investor is a person who has discretionary authority or control<sup>3</sup> with respect to the assets of the Partnership or provides investment advice to the Partnership for a fee, direct or indirect, with respect to such assets or any affiliate of any such person<sup>4</sup> (a "Controlling Person").

The Investor understands and agrees that the information supplied above will be utilized to determine whether benefit plan investors own less than 25% of the value of the Interests, as determined under the Plan Asset Regulation, both upon the original issuance of Interests and upon subsequent transfer of Interests.

           (C) General For All Investors:

            
(Initial)

The Investor hereby agrees that if any of the information in this Item II changes, the Investor will notify the General Partner within 10 days thereof. The Investor understands that the information contained in this Item II may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained in this Item II could be punished by fine, imprisonment or both.

### III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

(A) The Investor agrees that it will not sell or otherwise transfer the Interest without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Interest has not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is subsequently registered under the Securities Act and under applicable securities laws of such states or an exemption from such registration is available. The Investor acknowledges

<sup>3</sup> For purposes of this question, "control" means, with respect to a person other than an individual, the power to exercise a controlling influence over the management or policies of such person.

<sup>4</sup> For purposes of this question, "affiliate of a person" includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person.

SET 1 OF 2

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date set forth below under penalties of perjury.

Date: \_\_\_\_\_

*For Individual Investors:*

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
(Please Type Name)

*For Investors other than Individuals:*

The 2001 Frederick Demattei Revocable Trst

(Please Type or Print Name of Investor)

By: [Signature]  
Signature

\_\_\_\_\_  
(Please Type or Print Name of Signatory)

Title: Trustee

*Name of Trustees or Other Fiduciaries Exercising Investment  
Discretion with Respect to Benefit Plan or Trust*

<i>Signature</i>	<i>Printed Name</i>	<i>Title</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned, being the custodian of the above named individual retirement account, hereby accepts and agrees to this subscription.

By: \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Custodian (Print)

\_\_\_\_\_  
Name of Authorized Signatory (Print)

SET 1 OF 2

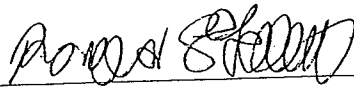
**RYE SELECT BROAD MARKET PRIME FUND, L.P.**

**LIMITED PARTNERSHIP AGREEMENT**

**LIMITED PARTNER SIGNATURE PAGE**

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

The 2001 Frederick DeMatteis Revocable Trust  
(Type or Print Name)

by:   
(Signature)

Trustee  
(Representative capacity, if any)

---

Date

ACKNOWLEDGMENT

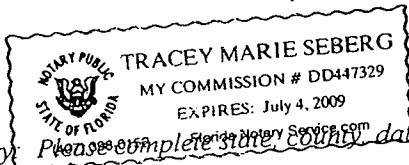
State of Florida

County of Palm Beach

On this 26 day of December, 2006, before me personally appeared Ronald Gallatin, Trustee, The 2001 Frederick DeMatter Revocable Trust who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to or who executed the foregoing instrument in his/her personal or authorized capacity, and who duly acknowledged to me that execution of the same is his/her own free act and deed and made with appropriate authority.

My Commission Expires: July 4, 2009

Tracey Marie Seberg  
Notary Public



Notary: Please complete state, county, date and names of all persons signing and affix notarial seal.

For Partnership Use Only

Do not write below this point

Pursuant to the Partnership Agreement, the subscription is hereby accepted in the amount set forth below and the Investor is hereby admitted as a Limited Partner as of \_\_\_\_\_.

Rye Select Broad Market Prime Fund, L.P.  
Subscription Amount \$ \_\_\_\_\_

Accepted


By: Tremont Partners, Inc.  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mailing Address (if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send confirmation of a subscription for an interest, a copy of this Subscription Agreement and any other communications (including distribution, if any, and withdrawal proceeds checks) to (initial one):

✓  residence or principal business address above;  
(Initial)

                     mailing address above.  
(Initial)

Special instructions regarding communication:

Please "cc" all emails to Ronald L. Gallatin, RonGallatin@aol.com  
\_\_\_\_\_  
\_\_\_\_\_

#### AUTHORIZATION OF AGENT(S):

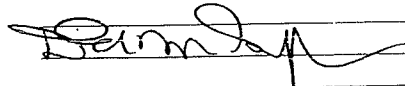
Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Partnership and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further notice to the Partnership signed by one or more of such persons. \*

(Please attach additional pages if needed)

Name

Nancy DeMatteis, Trustee  
Donald M. Schaeffer, Trustee  
Stanley Sirote, Trustee  
Ronald L. Gallatin, Trustee

Signature

  
\_\_\_\_\_  
\_\_\_\_\_

\* Any two of the "Independent Trustees" or any three of the four Trustees can act on behalf of the Trst. The four Trustee are Nancy DeMatteis, Donald M. Schaeffer, Stanley Sirote and Ronald L. Gallatin. Donald M. Schaeffer Stanley Sirote and Ronald L. Gallatin are the "Independent Trustees."



## II. ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

(A) General:

*Initial one and complete blanks*

The Investor hereby warrants and represents that:

✓   
(Initial)

- (1) If the Investor is an employee benefit plan, an endowment, a foundation, a corporation, partnership, trust or other legal entity, it is:

- organized under the laws of: New York
- has its principal place of business in: New York

OR

(Initial)

- (2) If the Investor is an individual or if beneficial ownership of the Investor is held by an individual (for example, an Individual Retirement Account or Keogh Plan), such individual is of legal age and is a:

- citizen of: \_\_\_\_\_
- resident of: \_\_\_\_\_
- approximate net worth of the Investor: \_\_\_\_\_

(B) Accredited Investor Status:

Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as an accredited investor under Regulation D.

*For Individual Investors Only*

(Initial)

- (1) The Investor hereby certifies that he/she is an accredited investor because he/she has an individual net worth, or with his/her spouse has a joint net worth, in excess of \$1,000,000. *For purposes of this questionnaire, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.*

(Initial)

- (2) The Investor hereby certifies that he/she is an accredited investor because he/she has individual income (exclusive of any income attributable to his/her spouse) of more than \$200,000 in each of the past two years, or joint income with his/her spouse in excess of \$300,000 in each of those years, and such investor reasonably expects to reach the same income level in the current year.

(Initial)

- (3) The Investor hereby certifies that he/she is an accredited investor because he/she is a director, executive officer or general partner of the Partnership, or any director, executive officer or general partner of a general partner of the Partnership.

and has total assets in excess of \$5,000,000.

*For Trusts*

✓                       
(Initial)

(11) The Investor hereby certifies that it is an accredited investor because it has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the securities offered, and its purchase is directed by a sophisticated person. *As used in the foregoing sentence, a "sophisticated person" is one who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.*

                      
(Initial)

(12) The Investor hereby certifies that it is an accredited investor because it is (i) a bank as defined in Section 3(a)(2) of the Securities Act, a savings and loan association, or other institution as defined in Section 3(a)(5)(A) of the Securities Act, (ii) acting in a fiduciary capacity and (iii) subscribing for the purchase of the securities being offered on behalf of a trust account or accounts.

                      
(Initial)

(13) The Investor hereby certifies that it is an accredited investor because it is a revocable trust which may be amended or revoked at any time by the grantors thereof, the tax benefits of investments made by the trust pass through to the grantors and all of the grantors are accredited investors. *The General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited.*

*For Banks, Savings and Loans and Similar Institutions*

                      
(Initial)

(14) The Investor hereby certifies that it is an accredited investor because it is a bank as defined in Section 3(a)(2) of the Securities Act acting in its individual capacity.

                      
(Initial)

(15) The Investor hereby certifies that it is an accredited investor because it is an investment company registered under the Company Act or a business development company as defined in Section 2(a)(48) of that Act.

                      
(Initial)

(16) The Investor hereby certifies that it is an accredited investor because it is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

                      
(Initial)

(17) The Investor hereby certifies that it is an accredited investor because it is an insurance company as defined in Section 2(13) of the Securities Act.

(C) **Qualified Purchaser Status:**

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as a qualified purchaser under the Company Act.*


**For Individual Investors Only**

\_\_\_\_\_  
(Initial) (1) The Investor hereby certifies that he/she is a qualified purchaser because he/she owns not less than \$5,000,000 in investments<sup>1</sup>, including any investments held jointly, in community property or other similarly shared ownership interest with his/her spouse, including the amount of his/her investment held in an individual retirement account or similar account and the investments of which are directed by and held for his/her benefit<sup>2</sup>.

**For IRA or Self-Directed Pension Plan**

\_\_\_\_\_  
(Initial) (2) The Investor hereby certifies that it is a qualified purchaser because it is an IRA or a self-directed pension plan and the individual who established the IRA or the individual who established the IRA or the individual responsible for directing the investment of assets in the Partnership is an individual who owns not less than \$5,000,000 in investments.

**For "Family" Corporations, "Family" Trusts, "Family" Partnerships, "Family" Limited Liability Companies, "Family" Foundations or "Family" Endowments**

✓   
\_\_\_\_\_  
(Initial) (3) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of investing in the Partnership, owns not less than \$5,000,000 in investments and is (i) owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses or such persons, and the estates of such persons, or (ii) a foundation, charitable organization or trust established by or for the benefit of such persons in (i) above.

OR


The Investor hereby certifies that it is a qualified purchaser because each beneficial

<sup>1</sup> The term "investments" shall mean any or all (1) securities (as defined in Securities Act), except for securities of issuers controlled by the Investor ("Control Securities") unless (A) the issuer of the Control Securities is itself a registered or private investment company or is excepted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Company Act, (B) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, (C) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act or (D) the issuer of the Control Securities is a private company with shareholders' equity not less than \$50 million determined in accordance with generally accepted accounting principles, as reflected in the company's most recent financial statements (provided such financial statements were issued within 16 months of the date of the Investor's purchase of Interests); (2) futures contracts or options thereon held for investment purposes; (3) physical commodities held for investment purposes; (4) swaps and other similar financial contracts entered into for investment purposes; (5) real estate held for investment purposes; and (6) cash and cash equivalents held for investment purposes.

<sup>2</sup> In determining whether spouses who are making a joint investment are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly).

owner of the Investor's securities is a qualified purchaser.

**For Trusts**

  
(Initial)

- (4) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of acquiring Interests, and the trustee or other authorized person making decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in Items (1), (3) or (8) of this Section.

**For Employee Benefit Plans**

\_\_\_\_\_  
(Initial)

- (5) The Investor hereby certifies that it is a qualified purchaser because it is an employee benefit plan that (i) owns not less than \$25,000,000 in investments and (ii) does not permit its participants to decide whether and how much to invest in particular investment alternatives.

**For Qualified Institutional Buyers**

\_\_\_\_\_  
(Initial)

- (6) The Investor hereby certifies that it is a qualified purchaser because it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser, provided that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(D) or (a)(1)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

**For Knowledgeable Employees**

\_\_\_\_\_  
(Initial)

- (7) The Investor hereby certifies that he/she is a qualified purchaser because he/she is an individual who is a "knowledgeable employee" as defined in Rule 3c-5 under the Company Act including, but not limited to, a director, executive officer, trustee, general partner, advisory board member, or an employee of the Partnership, the General Partner (other than an employee performing solely clerical, secretarial or administrative functions) who has participated in investment activities of the Company or a similar entity for at least twelve (12) months.

**For Other Entities**

\_\_\_\_\_  
(Initial)

- (8) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of investing in the Company and is acting for its own account or for the accounts of other qualified purchasers for which it owns and invests on a discretionary basis not less than \$25,000,000 in investments.

OR

The Investor hereby certifies that is a qualified purchaser because each beneficial owner of the Investor's securities is a qualified purchaser.

**Plus, For all Investors Other Than Individuals**

- ✓                       
(Initial)
- (9) The Investor is not an entity that is excepted from the definition of an "investment company" under the Company Act pursuant to Section 3(c)(1) or Section 3(c)(7); or
- (Initial)
- (10) The Investor is a 3(c)(1) or 3(c)(7) Company and does not have any direct "beneficial owners" that have held an interest in the Investor from on or before April 30, 1996 (a "Pre-April 30 Holder"); or
- (Initial)
- (11) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its Pre-April 30 Holders.
- If the Investor is described in Item (3) or (4), the Investor may initial Item (12) instead of Item (11)
- (Initial)
- (12) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its directors, general partners or trustees.
- If the Investor has initialed Item (10) or Item (11), the Investor must also respond to Item (13)
- ✓                       
(Initial)
- (13) No direct or indirect beneficial owner of the Investor is itself a 3(c)(1) or 3(c)(7) company which controls, is controlled by, or is under common control with the Investor.

If the Investor cannot initial Item (13) because it has a control relationship with a beneficial owner and is itself a 3(c)(1)/3(c)(7) Company, the Investor may be required to obtain consent from the security holders of such owners

Note In determining whether the \$5 million or \$25 million thresholds are met, investments can be valued at cost or market value as of a recent date provided that in the case of Commodity Interests, the amount of investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests and in each case, if investments have been acquired with indebtedness, the amount of indebtedness must be deducted in determining whether the threshold has been met.

**(D) Foreign/Non-Foreign Status:**

*For U.S. Individuals*

- (Initial)
- (1) The Investor hereby certifies that it is not a non-resident alien for purposes of income taxation (as such term is defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For U.S. Entities*

                      
(Initial)

- (2) The Investor hereby certifies that is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For Foreign Individuals or Entities*

                      
(Initial)

- (3) The Investor certifies that it is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

(E) **Benefit Plans Investor Status:**

*Please initial the following certifications as appropriate:*

                      
(Initial)

- (1) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is not a "benefit plan investor" as defined in 29 C.F.R. 2510.3-101(f)(2) (the "Plan Asset Regulation"). For purposes of illustration, "benefit plan investors" are pension plans, profit-sharing plans, or other "employee benefit plans" as defined in ERISA, regardless of whether the plans are subject to ERISA, and plans defined in Section 4975 of the Internal Revenue Code of 1986. "Benefit plan investors" also include simplified employee pension plans, KEOGH plans, individual retirement accounts, health insurance plans, life insurance plans, church or other charitable plans, governmental plans, and foreign plans. "Benefit plan investors" also include entities deemed under Department of Labor regulations to hold "plan assets" due to investments made in the entity by employee benefit plans and other such plans.

If the Investor is an entity, the Investor certifies that less than 25% of the value of each class of equity interests in the Investor (excluding any equity interests held by an individual or entity with discretionary authority or control over the equity interests of the Investor) is held by "benefit plan investors."

*Or*

                      
(Initial)

- (2) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is a "benefit plan investor" as defined in the Plan Asset Regulation.

If the Investor is a "benefit plan investor," please indicate whether the Investor is a plan defined in Section 4975 of the Internal Revenue Code of 1986 (e.g., an individual retirement account, Coverdell account, etc.):

                      
Yes

                      
No

(Initial)

(3) The Investor is a life insurance company. Please indicate the relative percentages of the Investor's interest in the Interest being acquired with the assets of the Investor's general account and separate accounts:

           % is being acquired with the assets of the general account

           % is being acquired with the assets of one or more separate accounts

(4) If the Investor indicated in question (3) above that general account assets are being used to acquire the Investor's interest in the Interests, please complete the following:

           % of such general account assets used to acquire Interests represent "plan assets" within the meaning of the Plan Asset Regulation

            
(Initial)

(5) The Investor is a person who has discretionary authority or control<sup>3</sup> with respect to the assets of the Partnership or provides investment advice to the Partnership for a fee, direct or indirect, with respect to such assets or any affiliate of any such person<sup>4</sup> (a "Controlling Person").

The Investor understands and agrees that the information supplied above will be utilized to determine whether benefit plan investors own less than 25% of the value of the Interests, as determined under the Plan Asset Regulation, both upon the original issuance of Interests and upon subsequent transfer of Interests.

            
(G) General - For All Investors:

            
(Initial)

The Investor hereby agrees that if any of the information in this Item II changes, the Investor will notify the General Partner within 10 days thereof. The Investor understands that the information contained in this Item II may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained in this Item II could be punished by fine, imprisonment or both.

### III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

(A) The Investor agrees that it will not sell or otherwise transfer the Interest without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Interest has not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is subsequently registered under the Securities Act and under applicable securities laws of such states or an exemption from such registration is available. The Investor acknowledges

<sup>3</sup> For purposes of this question, "control" means, with respect to a person other than an individual, the power to exercise a controlling influence over the management or policies of such person

<sup>4</sup> For purposes of this question, "affiliate of a person" includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person

SET I OF 2

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date set forth below under penalties of perjury.

Date: \_\_\_\_\_, \_\_\_\_\_

*For Individual Investors:*

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
(Please Type Name)

*For Investors other than Individuals:*

*The 2001 Frederick Dematteis Revocable Trust*

(Please Type or Print Name of Investor)

By: *Donald M. Schaeffer*  
Signature

*Donald M. Schaeffer*

(Please Type or Print Name of Signatory)

Title: *Trustee*

*Name of Trustees or Other Fiduciaries Exercising Investment  
Discretion with Respect to Benefit Plan or Trust*

*Signature*

*Printed Name*

*Title*

The undersigned, being the custodian of the above named individual retirement account, hereby accepts and agrees to this subscription.

By: \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Custodian (Print)

\_\_\_\_\_  
Name of Authorized Signatory (Print)



SET 1 OF 2

RYE SELECT BROAD MARKET PRIME FUND, L.P.

# LIMITED PARTNERSHIP AGREEMENT

**LIMITED PARTNER SIGNATURE PAGE**

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

The 2001 Frederick DeMatteris Revocable Trust

(Type or Print Name)

by: [Signature]  
(Signature)

(Signature)

Trustee

(Representative capacity, if any)

Date \_\_\_\_\_

ACKNOWLEDGMENT

State of NEW YORK

ss.:

County of NASSAU

On this 12<sup>th</sup> day of DECEMBER, 2006, before me personally appeared  
DONALD M. SCHAEFFER Instr. The 2001 Frederick DeMottus Revocable Trust  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to or who  
executed the foregoing instrument in his/her personal or authorized capacity, and who duly acknowledged to  
me that execution of the same is his/her own free act and deed and made with appropriate authority.

My Commission Expires:

JANET M. MEULE  
NOTARY PUBLIC, State of New York  
No. 01ME5071007  
Qualified in Nassau County  
Commission Expires January 6, 2007

Janet M. Meule  
Notary Public

Notary: Please complete state, county, date and names of all persons signing and affix notarial seal.

For Partnership Use Only

Do not write below this point

~~Pursuant to the Partnership Agreement, the subscription is hereby accepted in the amount set forth~~  
~~below and the Investor is hereby admitted as a Limited Partner as of \_\_\_\_\_,~~

Rye Select Broad Market Prime Fund, L.P.  
Subscription Amount \$ \_\_\_\_\_

Accepted

By: Tremont Partners, Inc.  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**File an Answer:**

08-01789-brl Securities Investor Protection Corporation v. Bernard L. Madoff Investment Securities, LLC. et a

**U.S. Bankruptcy Court**

**Southern District of New York**

**Notice of Electronic Filing**

The following transaction was received from Mark Mulholland entered on 1/6/2010 at 3:15 PM and filed on 1/6/2010

**Case Name:** Securities Investor Protection Corporation v. Bernard L. Madoff Investment Securities, LLC. et a

**Case Number:** 08-01789-brl

**Document Number:** 1262

**Docket Text:**

Objection *To Trustee's Determination of Claim Letters* filed by Mark Mulholland on behalf of The DeMatteis FLP Assets, LLC. (Attachments: # (1) Exhibit A# (2) Exhibit B# (3) Exhibit C-1# (4) Exhibit C-2# (5) Exhibit D-1# (6) Exhibit D-2) (Mulholland, Mark)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**N:\dphilbin\scan folder\llc\_20100106124803.pdf

**Electronic document Stamp:**

[STAMP NYSBStamp\_ID=842906028 [Date=1/6/2010] [FileNumber=8402359-0] [57204281396b407f7fe1fbdcl1e4a01cedac5b41bf066b98d38b3c92eedbc558a198c146e426994d3cad5fec52bdb1e56890c3c15bebbb154e7e71dd1fe6ef733]]

**Document description:**Exhibit A

**Original filename:**N:\dphilbin\scan folder\llc a\_20100106124830.pdf

**Electronic document Stamp:**

[STAMP NYSBStamp\_ID=842906028 [Date=1/6/2010] [FileNumber=8402359-1] [0b9f154c0f0288ad6e6f5c1c3ac79b789345702497f9ebce8aeb7a2e0d65af9e5dda3bceb9af7dde0889f6c0ceae61fa81b3250ba892d8afea3a54db795c5290]]

**Document description:**Exhibit B

**Original filename:**N:\dphilbin\scan folder\llc b\_20100106124849.pdf

**Electronic document Stamp:**

[STAMP NYSBStamp\_ID=842906028 [Date=1/6/2010] [FileNumber=8402359-2] [8e3005dc75e60621af537f176d231110eec69117ea852627e8dadb0b2f1a11627d87ea74e001635a0d2b77879923f39c508867493c02c32151e130920400b211]]

**Document description:**Exhibit C-1

**Original filename:**N:\dphilbin\scan folder\llc c-1\_20100106124911.pdf

**Electronic document Stamp:**

[STAMP NYSBStamp\_ID=842906028 [Date=1/6/2010] [FileNumber=8402359-3] [52b825962e33cbafefbdfdead4d42ad71d5cbc3c81fda90d66372b20242660fc915882a7dbba47a6ea90fa06c367cd916be7731f7dd2404df78f00ac8c03d00]]

**Document description:**Exhibit C-2

**Original filename:**N:\dphilbin\scan folder\llc c-2\_20100106125019.pdf

**Electronic document Stamp:**

[STAMP NYSBStamp\_ID=842906028 [Date=1/6/2010] [FileNumber=8402359-4] [2a71fc23911ed3f4df2a76b1c78ff03853d42c03c0871dfaceb55b2c83b11dea5f9be41f1ebb87797d12f8f50cd874cc3f416f524c70f4e11d14dff47638ee02]]

**Document description:**Exhibit D-1

**Original filename:**N:\dphilbin\scan folder\llc d-1\_20100106125128.pdf

**Electronic document Stamp:**

[STAMP NYSBStamp\_ID=842906028 [Date=1/6/2010] [FileNumber=8402359-5] [5e87c737a689b310b1edb12ce4d84baf4d2c00ddb7fdb7fbd0b88de110fcb5558c1bf957da56a7edfee43b9de926d96268b22b5bff2dd6cb50eb91796f7f4229d]]

**Document description:**Exhibit D-2

**Original filename:**N:\dphilbin\scan folder\llc d-2\_20100106125233.pdf

**Electronic document Stamp:**

[STAMP NYSBStamp\_ID=842906028 [Date=1/6/2010] [FileNumber=8402359-6] [41ea811f903f8918edcda1368e943d9ca7e7ef67230ec3247e45eece33810bbc81628df8985c5995705609b9d1f09113d0f3db3c19425e3953a0095c39a90ad3]]

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Kelly A. Librera on behalf of Unknown Ellen G. Victor in her capacity as holder of Bernard L. Madoff Investment  
Securities LLC Accounts 1-ZA128-3 and 1-ZA128-4  
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Steven R. Schlesinger on behalf of Creditor LDP Corp. Profit Sharing Plan & Trust

sschlesinger@jaspanllp.com, hyazicioglu@jaspanllp.com Appendix 1.4 Pg 75 of 96

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Mark Warren Smith on behalf of Defendant Shana Madoff  
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Fred Stevens on behalf of Defendant Jonathan Greenberg  
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**08-01789-brl Notice will not be electronically mailed to:**

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,

AGL Life Assurance Company Separate Account VL 84

,

AUED International, Ltd.

,

AYT International Holdings SA

,

Gaston Alciatore

,

Allan R. Hurwitz Revocable Trust

,

Allyne Schwartz 2008 Grantor Retained Annuity Trust

,

Kurt Altenburger

,

Christopher Altieri

,

Christopher J. Altieri

,

Lisa Altieri

,

Marie Altieri

,

Steve Altieri

,

Robert P. Andelman

,

Brian S. Appel

,

Doreen G. Appel

,

Deborah Ashenfarb

,

Virginia H. Atherton

,

Attias & Levy

,

Marie-Antoinette Nelly Baers-Bright

,

Baker & Hostetler, L.L.P.

,

Barbitta Family Trust

,

Maria Barone

,

Paul Barone

,

Vincent A. Barone

,

Sally S. Beaudette

,

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